

Wendell Harper
39270 Paseo Padre Parkway # 445
Fremont, CA 94538
510-262-9178

Plaintiff Pro Se

FILED

FEB 26 2015

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

Wendell Harper
Plaintiff,

v.

Deutsche Bank, Ocwen Loans
Colony Financial, Inc., Et Al.,
Defendants

C15- 0889 DMR
COMPLAINT TO RECLAIM STOLEN PROPERTY;
FOR UNLAWFUL SEIZURE OF ASSETS; ILLEGAL
LOAN, PURCHASE AND SALE TRANSACTIONS;
ILLEGAL FORECLOSURE; VIOLATION OF
(TRUTH IN LENDING ACT); MAIL, WIRE FRAUD

DEMAND FOR JURY TRIAL

1 JURISDICTION. This US District Court has jurisdiction because the issues

In this case arise under the federal laws of the United States.

2. VENUE. Venue is appropriate, as all defendants do business in California and

The Defendants reside in California, while violations giving rise to this lawsuit
occurred in California

3. INTRADISTRICT ASSIGNMENT

This Civil Complaint should be assigned to the San Francisco Division of this

Court because a substantial number of the violations occurred in Contra Costa

County.

STATEMENT OF FACTS

4. In violation of USC 18 1641, Deutsche Bank National Trust Company, Knowingly and willingly failed to disclose to Plaintiff and his Spouse, their Notarized Title. In lieu of full disclosure, Defendant Deutsche Bank decided to impose an illegal lien, steal the assets and perpetrate an Unlawful Foreclosure on the Plaintiff and Spouse's Property situated at 4151 MIFLIN CT., EL SOBRANTE, CA 94803. The Defendant's actions, with its accomplices In Ocwen Loans and Colony Financial, Inc., took to laundering money as a result of this transaction, in violation of 18 U.S. Code § 1956.

5. The Three Defendants Acted in uniformity:

- 1. With the intent to promote the carrying on of specified unlawful activity;**
- 2. With intent to engage in conduct constituting a violation of section 7201 or 7206 of the Internal Revenue Code of 1986; or**
- 3. Knowing that the transaction is designed in whole or in part to conceal or Disguise the nature, the location, the source the ownership, or the control of Proceeds of specified unlawful activity; or to avoid a transaction reporting requirement under state or federal law.**

6. Deutsche Bank was instrumental in the transport, transmittal, and transfer of funds and assets to a place within the United States where the Defendant knew was not theirs to transfer, transport, or to transmit. The above-referenced Real Property and Assets are the propriety of the Plaintiff and his Spouse.

7. The Defendants violated the Truth in Lending Act by submitting a forged Promissory Note, Deed of Trust, wrongfully imposing a lien on the property of Plaintiff and his spouse, demanding by "Notice of Trustee Sale" and suing in Federal Court to gain blanket authority to possess the Trust, although illegally.

8. Absent the True Title to the above-referenced property, Defendant Deutsche Bank continued Foreclosure Proceedings in motion during A Defendant Deutsche Bank conceived Three Allonge Notes dated June 23, 2006. The Defendant cashed these notes for \$475,000 each. The Plaintiff and his Spouse allegedly owed only \$475,000. On April 21, 2011, Deutsche Bank re-used

9. These same three Allonge Notes during the Bankruptcy Process; the bank Then conducted a "Purchase and Sale" contract arrangement with an unnamed Party Deutsche Bank lied to a Federal Judge, and to Federal Regulators, while Depositing all three Notes, and attributing the Purchase and Sale to Plaintiff and Spouse. The Deed of Full Reconveyance (Title) is in the possession of Plaintiff and his Spouse, Mary-Kathryn Harper.

10. To clarify the ownership claim, Plaintiff offers the definition of a Deed of Reconveyance, under the Truth in Lending Act Provisions and California Law.

Reconveyance

Setup Living Trusts/Wills

Reasonably Priced Law Office Free Appointments, No Obligation

The transfer of real property that takes place when a mortgage is fully paid off and the land is returned to the owner free from the former debt.

West's Encyclopedia of American Law, edition 2. Copyright 2008 The Gale Group, Inc. All rights reserved.

“in those states which use deeds of trust as a mortgage on real property to secure payment of a loan or other debt, the transfer of title by the trustee (which has been holding title to the real property) back to the borrower (on the written request of the borrower) when the secured debt is fully paid. Under the deed of trust the borrower transfers title in the real property to the trustee (often a title or escrow company) which holds it for the benefit of the lender (called "beneficiary"). The lender must surrender the promissory note to the trustee who cancels it and then reconveys title and records the reconveyance.

11. Specifically, when a Trustor has a Deed of Full Reconveyance, he or she has acquired full property rights, to do with the property whatever they choose. There Is no mortgage, and therefore, no mortgage debt; and, no bankruptcy, sale or transfer was or is legal or authorized without the expressed, written consent of the Trustor turned Owner free and Clear. In fact, no foreclosure may or shall preempt a Deed of Full Reconveyance, neither to acquire a loan, dissolve assets, demand payments, Or ignore the tax obligation/liability that is inferred and required whenever

A Mortgage Purchase and Sale Transaction is consummated:

INVESTOPEDIA EXPLAINS 'Deed Of Reconveyance'

“The deed of reconveyance is recorded in the county where the property is held. Once the deed has been recorded, any search on that property will show that liens have been paid in full. A property with a lien against it cannot be sold, unless the lien is a mortgage that will be paid in full from the proceeds of the home sale. In such situations, recording the deed of reconveyance is part of the closing process of the home’s sale, and its recording is commonly handled by a title insurance company.

While the mortgage is outstanding, meaning that the borrower still owes the bank something for the loan used to purchase the home, the bank has a security interest in the home. If the borrower stops paying the mortgage, the bank can foreclose on the borrower, evicting him or her and selling the home to fulfill the unpaid mortgage obligation. The deed of reconveyance proves that the bank no longer has a security interest in the home because the borrower has repaid the debt in full. A homeowner with a deed of reconveyance cannot be foreclosed on by the bank. That being said, the homeowner is still at risk of foreclosure by local government if he or she doesn’t make timely property tax payments”.

12. To further document and certify the ownership of the property at 4151

MIFLIN CT., EL SOBRANTE, CA 94803, by Plaintiff and his Spouse, Plaintiff submits a series of exhibits, listed in Alphabetical Order, to illustrate the proof of our claims.

Exhibit A – A notarized, county recorder sealed version of the Deed of Full Reconveyance, recorded at the Contra Costa County Recorder’s Office on July 21, 2005.

Exhibit B – A notarized version of the Deed of Full Reconveyance,

Recorded in the Contra Costa County Clerk/Recorder's Office on July 21st, 2006. This Deed (Title) was Recorded by GMAC Mortgage.

Exhibit C – A third version of Plaintiff's Deed of Full Reconveyance, Recorded in Contra Costa County on July 24, 2006. Exhibit D – A letter from Bank of America dated May 27, 2014; the letter is Entitled, "Payoff Letter of Satisfaction". The letter stipulates that the loan of Wendell Harper and Mary-Kathryn Harper, was paid off on 07/14/05.

The Account Number is 21347570. The letter also acknowledges and admits that the payoff is accompanied by a Tax obligation, such that income is reported and taxes withheld; forms 1099-INT, 1098 (Annual Percentage Rate) forms 1040 and 1040 Schedule A are filed to match line items 11, 12 And 13 on the 1040A.

13. In addition, Amended Tax Returns were filed by the Plaintiff and his Spouse in May, 2007, for the tax periods of 2004, 2005, and 2006., for the Purpose of claiming mortgage interest and other tax benefits or credits Allowed. Also, since this is a Trust, the Trustor, Trustee and the Beneficiary All have individual obligations to report income and tax obligations.

14. This case was created no later than November 22, 2006, when the mortgage note was fully paid. A chain of unlawful events continued

through the forced filing of Bankruptcy by Plaintiff and his Spouse, to pay off the debt with the tax benefits and recover the property.

15. Exhibit D⁸¹-A "NOTICE OF DEFAULT", posted on the property of Plaintiff and his Spouse on 6/18/12. Keeping in mind, that the Deed of Full Reconveyance was the property of Plaintiff and his Spouse, Ocwen Loan Servicing demanded payment for a debt we did not owe, and said in the notice that it was the property owner and that we owed them for the Mortgage.

15, Ocwen said that the notice was a "Preliminary step to a foreclosure on the Mortgage against our property at 4151 MIFLIN CTL., EL SOBRANTE, CA 94803. "The debt is owed to OCWEN", the Defendant stated and said they were speaking, "as the owner" or servicer of our property.

Please notice the fees, principal and interest charges pinned on Plaintiff and his Spouse, while demanding payment for a debt we did not owe

16. Exhibit E – Letter from Ocwen Loan Servicing, Defendant, mailed to Plaintiff and Spouse on June 26, 2014. The letter admits that the loan on our property was paid in full and the Lien was removed by the Beneficiary on the above date. Ocwen Loans declared in the letter, in response to Plaintiff's Qualified Written Request, "Our records reflect the above-referenced account was paid in full on July 12, 2006.

17. Exhibit F- A "Satisfaction of Mortgage" letter and Notice, mailed to Plaintiff And Spouse by Homeq Servicing Corporation and which was acquired by Ocwen On September 03, 2010 (Ocwen closes Homeq buy, more than 1,000 job cuts possible). The letter was dated 11/22/06: Homeq States: "This letter is to serve as notice that the above-referenced loan with Homeq Servicing for 320,000 was paid in full on July 03, 2006.

The Homeq letter is in regards to the 1st of a two-part mortgage loan, That was closed in July 2005. The second mortgage, created at the Same closing, was paid off in 2006 as well.

18. Exhibit G- A Bailee Letter, entitled, "EXHIBIT D-1 TO CUSTODY AGREEMENT. The agreement was sent to Novastar Mortgage, the Alleged Beneficiary. As initial Trustee in this matter, Deutsche Bank Subsequently assumed the role of Beneficiary before the Chapter 7 Bankruptcy, and was assigned as Secured Creditor on April 21, 2011,

By Lying to Judge William Lafferty, 111, and U.S. Bankruptcy Chapter 7 Trustee John Kendall in forging the authority to seize and dissolve Our assets; Deutsche Bank then acquired Home Equity Loans Through a "Bailee Letter", funding money for seven clients, using the Names, signatures and credit information of Plaintiff and his Spouse To Rubber-Stamp (Robo-Signing) their names as "Payer of Record".

19. Exhibit H – Allonge Note (1) Conceived by deutsche Bank, Inserting Plaintiff and Spouse as "Payer of Record".

20. Exhibit I – Allonge Note (2) Deutsche Bank's 2nd Allonge Note.

21. Exhibit J – Allonge Note (3) along with 1 and 2, created in 2006 And re-submitted on April 21, 2011. Neither Plaintiff Wendell Harper Or Spouse Mary-Kathryn Harper, engaged in or approved of this Unlawful scheme.

Exhibit K Under Instructions for form 1098, a notice from the Internal Revenue Service entitled "Instructions to Payer; this Notice details The rights of borrowers (Payer of Record) to deduct Mortgage Interest, Mortgage Principal, Points and Insurance fees.

Exhibit L – 1098 instructions: "Notice to Recipient", informing the Beneficiary of the right of Plaintiff and his Spouse as "Payer of Record", to claim refunds for asset purchases by the defendant.

**Instructions for the Trustor, the Trustee, and the Beneficiary or Secured
Creditor.**

CLAIMS

CLAIM 1

Violation of 15 U.S. Code § 1641

**25. Deutsche Bank National Trust Company lied to a federal Judge and
Forged three Allonge Notes, claiming itself as the Real Party In
Interest, and using the names, signatures and credit information of
Plaintiff and his Spouse to confiscate their property at 4151 MIFLIN
CT., EL SOBRANTE, CA 94803.**

**26. Ocwen Loan Servicing declared itself the owner of the property in
the possession and under the ownership of Plaintiff and his Spouse.
While Demanding payment, Defendant Ocwen Loans engineered an
unlawful Foreclosure on the home of Plaintiff and his Spouse on
January 22, 2013.**

**27. Colony Financial and Ocwen Loans conducted an illegal purchase
and sale contract on January 22, 2013, by forging a Trust Deed Upon
Sale, and refusing or being unable to produce receipts of the sale and**

Proof of ownership upon the demand of Plaintiff and his Spouse.

CLAIM 2

**VIOLATION OF 18 U.S. Code § 1956 - Laundering of
Monetary Instruments**

28. Deutsche Bank National Trust Company knowingly and willingly acquired Asset-Backed Certificated by using the Assets of Plaintiff and his Spouse, and by stating to a Federal Judge that it owned the property at 4151 MIFLIN CTL., EL SOBRANTE, CA. The bank also conspired with Wachovia Bank as "Owner Custodian", In creating Shell Companies for the Loan of money to 8 clients, and insisting that Plaintiff and his Spouse were fully aware of, and participated In this illegal contract.

29. Ocwen Loan Servicing, charged illegal fees to the Plaintiff, foreclosed upon His property, and caused the incurring of further debt, and eviction from our Home. Ocwen also conducted transfer of servicing rights, despite having no such Rights, and charging fees.

30. Colony Financial was Involved in two Purchase and Sale Transactions. The Company teamed with Ocwen Loans to sell the home of Plaintiff and his Spouse For less than the value, and without authority to do so.

CLAIM THREE

COMMITTING MAIL AND WIRE FRAUD 18 U.S. Code § 1341 - Frauds and swindles

31. Deutsche Bank conducted illegal asset seizure and transfer of property without the knowledge or consent of the owners. Ocwen Loans illegally foreclosed on property and, as Deutsche Bank, sent illegal notices through the mail, and acquired loans, assets and property by transacting through the mails and through the wire fraud.

32. Ocwen Loan Servicing sent a "NOTICE OF DEFAULT" to Plaintiff and his Spouse through the mail, without the authority to loan money, or to claim any interest in the property of Plaintiff and his Spouse. The defendant imposed illegal fees and failed to report the income it received, or to provide tax withholding.

33. Colony Financial conducted an illegal Sale, and used an illegal eviction to force Plaintiff and his Spouse from their Home of some 24 years. On two separate occasions, January 22, 2013, and March 03, 2014, defendant Colony Financial used Plaintiff and his Spouse as Sellers of the property, while doing so illegally.

CLAIM 4

15 U.S. Code § 1692e - False or misleading Representations

34. Deutsche Bank National Trust Company false declared to Federal and State Regulators and to a Judge that it was the Real Party in Interest; that the Plaintiff owed a debt; that it had the legally given right to liquidate assets and property under the rightful ownership of Plaintiff Wendell Harper and Spouse Mary-Kathryn Harper.

35. Deutsche Bank claimed that the Plaintiff and his Spouse owed a debt to it as Beneficiary and as Secured Creditor. The Bank officials claimed at least \$1.425 million dollars from Plaintiff and his Spouse, and an undisclosed amount of funds for seven other clients. The claim was made under the credit Qualifications of Plaintiff and his Spouse.

Ocwen Loan Servicing claimed in a "NOTICE OF DEFAULT",

mailed to Plaintiff and Spouse, that it was collecting a debt; and, that Wendell Harper and Mary-Kathryn Harper had a mortgage assigned to them as owners. As they subsequently were forced to stipulate, Plaintiff and his Spouse never owed them in any financial transaction, nor did we consummate any deal whatsoever.

36. Colony Financial filed an Unlawful Detainer in Richmond Superior Court, and submitted a Trust Deed Upon Sale, even as the Plaintiff and his Spouse were and still are in possession of all versions of the Title to the property, that said it had purchased the property from my Spouse and I, with T.D.

Service Company as "Trustee". T. D. Service Company conducted all Auctions and Foreclosure for Deutsche Bank and Ocwen Loans in 2013.

Colony financial forced us to lose our furniture, appliances,

**Computers, Facsimile Machine and Printer, as we had to
forefeit all of our personal property for the inability to pay
Storage fees. Plaintiff and his Spouse were forced to pay for
defending our property right In court, and to spend money for
court costs in Richmond Superior Court and in US Bankruptcy
Chapter 7 Court.**

CLAIM 5

VIOLATION OF THE UNIFORM TRUST CODE

Article 4

**37. Deutsche Bank declared to The US Bankruptcy
Court, Chapter 7, and the Trustee, that it was the
Beneficiary And Trustee of our property, and had
been so since June 23, 2006. Deutsche Bank's
Declarations influenced the Court to assign it Trustee
and Secured Creditor, without a note or a deed; and,**

with Plaintiff and his Spouse having had a certified and notarized Title to the above-reference Property transferred to them in their names as Wendell Harper and Mary-Kathryn Harper. Deutsche Bank officials, under the leadership of Joseph Ackerman and Dale McPherson, acted to Liquidate the Assets of Plaintiff, and conduct a false Purchase and Sale, while still angling for the right to foreclose.

38. Ocwen Loan Servicing, the court should take Judicial Note, took up the claim In June, 2012, under the “Notice of Default”, without the authority to do so. While imposing fees for principal and interest, added to the alleged debt of \$475,000, was an amount of \$44,000.

**Ocwen Loans had no authority to make an assignment
Or to pass a note and claiming it was valid.**

**39. Colony Financial, to this date, lists ~~the~~ Wendell
Harper and Mary-Kathryn Harper as willing sellers in
Foreclosure in one version, and in another, as two
homeowners who were selling the property for
\$166,000. When we demanded proof of their
ownership in a Qualified Written Request, for the
Second time, we have yet to receive an answer except
by Telephone. Our QWR has not been answered.**

**40. In November, 2014, Colony Financial Created
Colony American, and pretended to conduct a
Purchase and Sale Agreement.**

CLAIM 6

18

VIOLATION OF The Truth in Lending Act (TILA), 15 U.S.C. 1601 AND 1204.

41. Deutsche Bank had no legal right to claim assets, to conduct itself as Secured Creditor in Bankruptcy, or Beneficiary before and after the Chapter 7 Bankruptcy.

OCWen LOANS
42. 41. ~~Deutsche Bank~~ had no legal right to claim assets, to conduct itself as Secured Creditor in Bankruptcy, or Beneficiary before and after the Chapter 7 Bankruptcy.

43. 41. Colony Financial had no legal right to claim assets, to conduct itself as Secured Creditor in Bankruptcy, or Beneficiary before and after the Chapter 7 Bankruptcy.

Yet, all three Defendants combined in their scheme to confiscate the property of the Plaintiff and his Spouse; to Disregard their Deed of Full Conveyance, and they failed to disclose the fact that the Plaintiff and his Spouse did indeed have Title to the property.

CLAIM 7

**VIOLATION OF TITLE 5
Businesses and Professions**

CHAPTER 5-20.8

***Real Estate Sales Disclosures* CHAPTER 5-20.8**

Real Estate Sales Disclosures

S§ 5-20.8-2 Disclosure requirements. – (a) As soon as practicable, but in any event no later than prior to signing any agreement to transfer real estate, the seller of the real estate shall deliver a written disclosure to the buyer and to each agent with whom the seller knows he or she or the buyer has dealt in connection with the real estate.

SECTION 5-20.8-5

§ 5-20.8-5 Real estate disclosure form acknowledgement – Inclusion in real estate sales agreements – Penalty for violation. – (a) Every agreement for the purchase and sale of residential real estate located in the state shall contain an acknowledgement that a completed real estate disclosure form has been provided to the buyer by the seller.

44. Deutsche Bank National Trust Company failed to follow the requirements of the above mentioned Chapters of the Business and Professions Code, when it seized the assets of the Plaintiff and his Spouse and lied to regulators and to a Federal Judge.

Ocwen Loan Servicing failed to follow the requirements of the above-mentioned Chapters of the Business and Professions Code.

Colony Financial did not obey the requirements of the Business and Professions Code related to

the Foreclosure Purchase and Sale of the Real Property Belonging to Plaintiff and his Spouse when it made false statements that pretended the Plaintiff and his Spouse engaged in the Sale of their Home.

45. Existence and Predominance of Common Questions of Fact and Law Fed. R. Civ. P. 23 (b)(3) 24

There are no facts in this case that conform to Questions of Fact and Law.

The Defendant Deutsche Bank does not possess a legal Note, deed or contract with the Plaintiff or his Spouse.

Neither Deutsche Bank, Ocwen Loans or Colony Financial ever had Title to Plaintiff and Spouse's Property, nor to their Assets.

Neither of the three Defendants are qualified to engage in Trust Business related to Plaintiff and Spouse Real Property and Assets.

In Violation of Cal. Civ. Code §§ 2923.5, 2924 to 2924I., neither Ocwen Loans or Colony Financial had the right to place in harm's way, the property of Plaintiff and his Spouse. Neither had the legal right to conduct an auction and dispose of Plaintiff's property.

Neither Deutsche Bank, Colony financial or Ocwen Loans had standing to Foreclose, Sue, or to claim that Plaintiff Wendell Harper and Mary-Kathryn Harper had a contract with them and a Mortgage Debt.

WHEREFORE, Plaintiff Prays for Judgment in his favor, and for the Following Relief.

An order Awarding Plaintiff damages and other

Compensatory relief as the court deems fitting and proper in the highest amount allowed according to factual determination.

An order awarding Plaintiff damages and other

Compensatory Relief as the court deems fitting and proper and tripling such damages.

An order that Defendants Ocwen Loans and Colony

Financial Divest themselves of any interest in the Real Property of Plaintiff and his Spouse.

An order that accomplishes the following:

"Technically, the United States district courts have subject matter jurisdiction over bankruptcy matters (see 28 U.S.C. § 1334(a)).

However, each such district court may, by order, "refer" bankruptcy matters to the bankruptcy court (see 28 U.S.C. § 157(a)). As a practical matter, most district courts have a standing "reference" order to that

effect, so that all bankruptcy cases in that district are handled, at least initially, by the bankruptcy court. In unusual circumstances, a district court may in a particular case "withdraw the reference" (i.e., take the case or a particular proceeding within the case away from the bankruptcy court and decide the matter itself) under 28 U.S.C. § 157(d)".

Plaintiff would request that the court take over the bankruptcy section of this case and appoint a receiver or overseer to recover from defendants the fees, principal and interest they earned from each and every transaction, and that full disclosure be ordered; or, an order remanding the case back to the Chapter 7 Bankruptcy Court situated in Oakland, California.

An order awarding such other and further relief as the court deems fitting and proper.

DEMAND FOR A JURY TRIAL

WENDELL HARPER, PRO SE

Wendell Harper

02-24-15

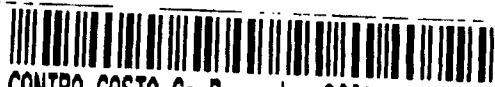
WENDELL HARPER

**39270 PADEO PADRE PARKWAY, #445
FREMONT, CA 94538**

Exhibit A

Recording Requested by:
 ReconTrust Company, N.A.
 176 Countrywide Way
 MS: LAN-88
 Lancaster, CA 93535-9944
 (800) 540-2684

When recorded return to:
 WENDELL HARPER, MARY HARPER
 4151 MIFLIN CT
 EL SOBRANTE, CA 94803



CONTRA COSTA Co Recorder Office
 STEPHEN L. WEIR, Clerk-Recorder
DOC- 2005-0269487-00

Check Number 10394739

Thursday, JUL 21, 2005 09:53:32

CPY \$2.00 MIC \$2.00 MOD \$2.00

REC \$10.00 TCF \$0.00 DAF \$1.80

REF \$0.20

Ttl Pd \$18.00

Nbr-0002806107

cmh/B1/2-1

Above Space for Recorder's Use

DOCID#000213475702005N

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, WENDELL HARPER, MARY HARPER

was the original Trustor, under that certain Deed of Trust dated 09/12/2002 and recorded 09/17/2002, as Instrument or Document No. 2002-0330054-00, in Book N/A, Page N/A, of Official Records of the County of CONTRA COSTA, State of California.

WHEREAS, the undersigned, Bank of New York, as Trustee, as the present Beneficiary(s) under said Deed of Trust hereby substitutes a new Trustee, ReconTrust Company, N.A., under said Deed of Trust, and ReconTrust Company, N.A. as Trustee under said Deed of Trust does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under said Deed of Trust.

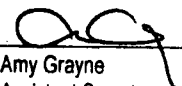
Dated: 07/14/2005

New Trustee:

ReconTrust Company, N.A.

Current Beneficiary:

Bank of New York, as Trustee, by Countrywide Home Loans, Inc., as Servicer

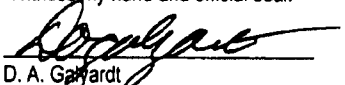

 Amy Grayne
 Assistant Secretary

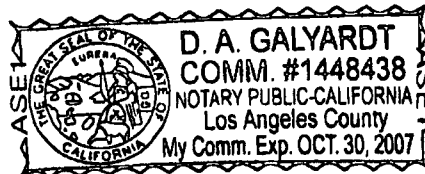

 Vicki Hosko
 Assistant Secretary

STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

On 07/14/2005, before me, D. A. Galyardt, Notary Public, personally appeared Amy Grayne and Vicki Hosko, both personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entities upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.


 D. A. Galyardt
 Notary Public for said State and County
 Expires: 10/30/2007



Recording Requested By:
PRINCETON RECONVEYANCE SERVICE

And When Recorded Mail To:
WENDELL HARPER
4151 MIFLIN CT
EL SOBRANTE CA 94803-0000

CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2006-0232156-00

Check Number 2548

Monday, JUL 24, 2006 10:04:00

MIC \$1.00 MOD \$1.00 REC \$5.00

TCF \$0.00 DAF \$1.00 REF \$0.20

Ttl Pd \$9.00

Nbr-0003333698

cmb/R1/1-1

Space above for Recorder's use
Loan #: 0324143353 Customer #: 770 RLS #: 1203965

FULL RECONVEYANCE

PRINCETON RECONVEYANCE SERVICES INC. FKA PRINCETON ESCROW COMPANY, as Trustee, or Successor Trustee, Or Substituted Trustee, under Deed of Trust dated JUNE 23, 2005, made by WENDELL HARPER AND MARY HARPER, HUSBAND AND WIFE AS JOINT TENANTS, Trustor and recorded as Instrument No. 2005-0259377-00 on JULY 14, 2005, in Book No. --- at Page No. --- of Official Records in the office of the Recorder of CONTRA COSTA County, CALIFORNIA. Said Deed of Trust describes the following property: As more fully described in said Deed of Trust.

And having received from holder of the obligations thereunder a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate held thereunder. In Witness Whereof, PRINCETON RECONVEYANCE SERVICES INC. FKA PRINCETON ESCROW COMPANY, as Trustee, has caused its name to be hereto affixed by its Vice President thereunto duly authorized. Dated: JULY 19, 2006
PRINCETON RECONVEYANCE SERVICES INC. FKA PRINCETON ESCROW COMPANY

By:

Blanca Vargas
Blanca Vargas, Vice President

State of CALIFORNIA

County of SACRAMENTO

} ss.

On JULY 19, 2006, before me, S. Calta, a Notary Public, personally appeared Blanca Vargas personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

S. Calta
(Notary Name): S. Calta





CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2006-0230989-00

Recording Requested By:
GMAC MORTGAGE CORPORATION

When Recorded Return To:
Current Trustor:
WENDELL HARPER
4151 MIFLIN CT
EL SOBRANTE, CA 94803

Check Number

Friday, JUL 21, 2006 11:44:30

MIC \$1.00 MOD \$1.00 REC \$5.00

TCF \$0.00 DAF \$1.00 REF \$0.20

Ttl Pd \$9.00

Nbr-0003332327

ENG/R4/1-1

FULL RECONVEYANCE

GMAC MORTGAGE CORPORATION #:0359185817 "HARPER" Lender ID:41459/11242590 Contra Costa, California PIF:
07/05/2006

MERS #: 100136300112425904 VRU #: 1-888-679-6377

Prepared By: , GMAC MORTGAGE CORPORATION 3451 HAMMOND AVENUE, PO BOX 780, WATERLOO, IA 50704-0780
1-800-766-4622

EXECUTIVE TRUSTEE SERVICES, INC. as present Trustee for the Deed of Trust executed by WENDELL HARPER MARY HARPER as Trustor(s), Dated: 07/14/2005 Recorded: 07/14/2005 in Book/Reel/Liber: N/A Page/Folio: N/A as Instrument No.: 025937801 of official Records in the office of the County Recorder of Contra Costa, California having been requested in writing, by the holder of the obligations secured by said Deed of Trust, to reconvey the estate granted to trustee under said Deed of Trust, does hereby reconvey to the person or persons legally entitled thereto, without warranty, all the estate, title and interest acquired by Trustee under said Deed of Trust.

IN WITNESS WHEREOF, EXECUTIVE TRUSTEE SERVICES, INC. as the Trustee has caused its corporate name to be affixed by a duly authorized officer on the date shown in the acknowledgment certificate below:

On July 17th, 2006

By: EXECUTIVE TRUSTEE SERVICES, INC. as Trustee

MARY ANN HILMER, LIMITED SIGNING OFFICER

STATE OF Iowa
COUNTY OF Black Hawk

On July 17th, 2006, before me, M. CLARK, Notary Public, personally appeared MARY ANN HILMER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

M. CLARK
Notary Expires: 05/17/2007 #728505

M. CLARK
NOTARIAL SEAL - STATE OF IOWA
COMMISSION NUMBER 728505
MY COMMISSION EXPIRES MAY 17, 2007

(This area for notarial seal)

Bank of America



Home Loans

Customer Service, CA6-919-01-07
450 American Street
Simi Valley, CA 93065

C3-3206 Payoff-LetterOfSatisfaction 14869 05/23/2012

Exhibit
P

Wendell Harper & Mary Harper
39270 Paseo Padre Pwky 445
Fremont, CA 94538

Notice Date: August 27, 2014

Account No.: 21347570

Property Address:
4151 Miflin Court
El Sobrante, CA 94803

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

The above-referenced loan was paid in full as of 07/14/2005.

WHAT THIS MEANS

1098 and 1099-INT year end tax statements are issued during the month of November; however, if your loan was paid off in November or December, the statement will be generated by January 31.

THANK YOU

If you have questions or need assistance, please call us toll-free at (800) 669-6607, Monday-Friday 7a.m. to 7p.m. Local Time.

Thank you for allowing us the opportunity to serve your home loan needs.

This communication is from Bank of America, N.A., the servicer of your home loan.

Please write your account number on all checks and correspondence



OCWEN Loan Servicing, LLC
 HELPING HOMEOWNERS IS WHAT WE DO!™
 WWW.OCWEN.COM

6/18/2012

EXHIBIT D1

VIA First Class Mail
 VIA Certified Mail (return receipt requested)
 Certified Number: 7196 9008 9111 6334 6891
 Reference Code: 7110435513

Wendell Harper Mary Harper
 4151 Mifflin Ct
 El Sobrante, CA 94803

Loan Number: 7110435513 - 0359185817
 Property Address: 4151 Mifflin Ct, El Sobrante, CA 94803

NOTICE OF DEFAULT**AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA:**

Esta notificación es de suma importancia. Puede afectar su derecho a continuar viviendo en su casa. Si no entiende su contenido, obtenga una traducción inmediatamente o contáctenos ya que tenemos representantes que hablan español y están disponibles para asistir.

Dear Borrower(s):

SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that requires notice prior to foreclosure. As such, this is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because OCWEN has not been notified of your bankruptcy case. If the foregoing applies to you, it is **IMPORTANT** that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the bankruptcy chapter number under which you have filed.

If you have not recently filed bankruptcy or received a bankruptcy discharge, you are hereby notified that this letter is an attempt to collect a debt. All information obtained will be used for that purpose. The debt is owed to OCWEN as the owner or servicer of your home loan and mortgage.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this letter, the debt will be assumed to be valid by OCWEN. If you notify OCWEN in writing within thirty (30) days that the debt or a portion of the debt is disputed, OCWEN will send you verification of the debt. If you would like to obtain such verification, direct your request in writing to the Loan Resolution Consultant within thirty (30) days. The failure to dispute the validity of the debt may not be construed by any court as an admission of liability by you.

Your mortgage payments are past due, which puts you in default of your loan agreement. As of 6/18/2012, you owe the following:

Principal and Interest	\$44,237.44
Interest Arrearage	\$ 0.00
Escrow	\$14,414.08
Late Charges	\$1,245.66
Insufficient Funds Charges	\$ 0.00
Fees / Expenses	\$6,435.16
Suspense Balance (CREDIT)	\$ 0.00
Interest Reserve Balance (CREDIT)	\$ 0.00
TOTAL DUE	\$66,332.34

On or before 7/18/2012, you must submit payment by Money Gram, Bank Check, Money Order or Certified Funds for the entire total due amount stated above to the appropriate address listed at the bottom of page two of this notice. Any payment(s) that become due in the interim must also be included.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable attorney's fees and costs. If your loan has already been accelerated and foreclosure proceedings already begun, we will continue the foreclosure action (if possible). You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS #1852

Exhibit E

June 26, 2014

Wendell Harper
Mary Harper
39270 Pasef Padre Parkway #445
Fremont CA 94538

RE: Account Number 0359185817
 Property Address 4151 Mifflin Court
 El Sobrante CA 94803

Dear Wendell Harper and Mary Harper:

Please be advised that this letter serves as our response to your Qualified Written Request (QWR) for information regarding the above-referenced account dated May 22, 2014 and received in our office on June 19, 2014. In your correspondence, you request detailed information and documentation regarding nearly every aspect of the mortgage loan transaction, beginning with its origination. This loan was paid in full while serviced by GMAC Mortgage (GMACM). As a result of the Chapter 11 ResCap bankruptcy filing, certain assets of GMAC Mortgage were sold to Ocwen Loan Servicing, effective February 16, 2013. Ocwen Loan Servicing's response is based upon the available account records acquired from GMACM.

In response to your inquiries, copies of the following items are enclosed:

- Payment history
- Note

The other items requested are either confidential and proprietary or do not relate to the servicing of the account; therefore, they are not included.

Our records reflect the above-referenced account was paid in full on July 12, 2006. GMACM reported your account to the four major credit bureaus as closed and paid in full.

If after reviewing this information, If you have any further questions, please contact Customer Care at (800) 766-4622 between the hours of 8:00 am to 6:00 pm CT Monday through Friday.

Customer Care/DW
Loan Servicing

Enclosures

Identifier:0359185817

Doc Type:NOTE

serv #: 11242896

NOTE WITH BALLOON PAYMENT

HARPER
Loan #: 11242896
MID: 100134300112428964
CPL #: 003 1024

June 23, 2005

TAREANA

City

, California

4151 MIFLIN COURT EL SERRATE, CA 94803

Property Address

THIS LOAN IS PAYABLE IN FULL AT MATURITY. SINCE YOU HAVE SELECTED A PAYMENT SCHEDULE WHICH WILL NOT PAY THE LOAN IN FULL BY THE MATURITY DATE, YOU WILL NEED TO PAY A LUMP SUM, OR BALLOON PAYMENT, WHICH WILL PAY OFF THE ENTIRE AMOUNT OF THE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 80,000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is WMC MORTGAGE CORP.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 9.500 %.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 672.68

I will make my payment on the 1st day of each month beginning on September 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on August 1, 2020, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at 6501 IRVINE CENTER DRIVE, IRVINE, CA 92618

or at a different place if required by the Note

Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment, but not less than U.S. \$ M/A and not more than U.S. \$ M/A. I will pay this late charge only once on any late payment.

(B) Notice From Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Cost and Expenses

California - Secured Mortgage with Balloon - 684 -

DOCUMENT 1 7/26/2005

Page 1 of 3

Form 3905

Identifier:0359185817

Doc Type:NOTE

11242890

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its cost and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

5. THIS NOTE SECURED BY A DEED OF TRUST

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

Some of those conditions are described as follows:

Transfer of the Property or Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no change in the due date or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delay or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do those things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

DISPLAY/HISTORY

Refresh Date: 06/26/2014

Acct: 0359185817 Name: WENDELL HARPER

Type: 1 Sub: 0 Investor: 41459

Page: 1

FINANCIAL TRANSACTIONS:

Transaction Description	Trans Amount	Last Paid	Post Date	Principal Paid	Interest Paid	Escrow Paid	Cr Lk'd/Disab	Li Chrg/Fee	Principal Bal After Tran	Escrow Bal After Tran	Unapp Funda After Tran
Escrow Disb	-559.90	05/06	10/20/2006			-559.90			0.00	0.00	
Escrow Disb	559.90	05/06	10/20/2006			559.90			0.00	559.90	
Escrow Disb	-559.90	05/06	07/20/2006			-559.90			0.00	0.00	
Escrow Refund-Flood	415.54	05/06	07/17/2006			415.54			0.00	559.90	
PREPAY PENALTY	3040.00	05/06	07/05/2006					3,040.00			
PAYOFF	81958.19	07/06	07/05/2006	78634.45	1343.79	859.95		20.00	0.00	144.36	
PAYMENT	672.68	05/06	05/16/2006	41.81	630.77				79,634.45	-815.59	
PAYMENT	692.68	04/06	04/24/2006	41.58	631.10			20.00	79,676.38	-815.59	
FEE	815.59	03/06	04/17/2006					815.59			
PAYMENT	-815.59	03/06	04/17/2006			-815.59			79,717.94	-815.59	
FEE	815.59	03/06	04/14/2006					815.59			
PAYMENT	672.68	03/06	03/16/2006	41.25	631.43				79,717.94	0.00	
PAYMENT	692.68	02/06	03/01/2006	40.93	631.75			20.00	79,758.19	0.00	
PAYMENT	672.68	01/06	12/13/2005	40.61	632.07				79,800.12	0.00	
PAYMENT	672.68	12/05	11/15/2005	40.29	632.39				79,840.73	0.00	
PAYMENT	672.68	11/05	10/31/2005	39.97	632.71				79,881.02	0.00	
PAYMENT	-672.68	10/05	10/31/2005	-39.97	-632.71				79,920.99	0.00	
PAYMENT	672.68	11/05	10/31/2005	39.97	632.71				79,881.02	0.00	

E

Identifier:0359185817

Doc Type:NOTE

11342590

NOTICE TO BORROWER

Do not sign this Note if it contains blank spaces.
All spaces should be completed before you sign.

11342590

Wendy Jara 07-03-05
- Borrower - Lender - Date -
Mary Jara 7/3/05
- Borrower - Lender - Date -

(Sign Original Only)

Doc Type:NOTE

Rev #: 11342500.

NAME: [REDACTED]
DOB: 11/24/1950
SSN: 100136300112425004

(the "Lender") covering the property described in the Security Instrument and located at:
4151 MIFFLIN COURT EL SOBRANTE, CA 94803

[Property Address]

Section 6 of the Note is amended to read in its entirety as follows:

BORROWER'S RIGHT TO PREPAY


I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a full or partial prepayment at any time. If I make any partial prepayment, I must still make each later payment as it becomes due and in the same amount. I may make a full prepayment at any time. However, if within the first Twenty-Four months after the execution of the Note, I make any prepayment(s) within any 12-month period the total amount of which exceeds Twenty percent (20.000 %) of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of Six (6) months' advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds percent (20.000 %) of the original principal amount of the loan.

- FORTUNE - RAIN - RAIN - RAIN -

~~CONFIDENTIAL~~ - ~~CONFIDENTIAL~~ - ~~CONFIDENTIAL~~ -

HomeEq Servicing
P O BOX 13309
Mailcode #CA3501
Sacramento, CA 95813-3309
877/867-7378

 Exhibit F

11/22/06

WENDELL HARPER
4151 MIFLIN CT
EL SOBRANTE CA 94803-0000

Loan No.: 0324143353
Release No.: 1203965
Customer: #770 - CIB-CAPMARK INVESTMENT BANK

Dear Borrower:

This letter is to serve as notice that the above referenced loan with HomeEq Servicing for 320,000.00 was paid off in full on JULY 03, 2006. The account is now closed.

Enclosed are the original/cancelled loan documents for your retention.

A Release of Mortgage/Full Reconveyance has been executed and sent to the appropriate county recorder for recording.

We appreciate the opportunity to have been of service to you.

Sincerely,

Jim Rogers
Lien Release Processor

For HomeEq Servicing

2013 APR 24 P 3:08

INTERMEDIATE SERVICE
TAMMIE HARRIS
OAKLAND, CA

EXHIBIT D-1 TO CUSTODY AGREEMENT

BAILEE LETTER

To: NovaStar Mortgage, Inc.

Re: 40001-102 GORDON
10004-51 GAMEZ
10004-49 HARPER
10004-48 MANRIQUEZ
10004-47 NINO
10004-50 SOOS
10004-46 TORRES
10017-62 BURKE

Ladies and Gentlemen:

In compliance with the requirements of the Take-Out Commitment issued by NovaStar Mortgage, Inc. ("Bailee"), NovaStar Capital, Inc. ("Owner") has requested that Wachovia Bank N.A., as Owner's Custodian ("Custodian") deliver to Bailee the original Note(s) (the "Note(s)") evidencing the Loan(s), listed in the schedule below, together with originals of certain other documents with respect to such Loan(s) (the "Mortgage Loan File(s)").

BY ACCEPTING DELIVERY OF THE NOTES AND RELATED MORTGAGE LOAN FILES, BAILEE AGREES TO HOLD SUCH NOTES AND RELATED MORTGAGE LOAN FILES AS BAILEE FOR THE BENEFIT OF OWNER, UPON THE TERMS AND CONDITIONS SET FORTH IN THIS LETTER, UNTIL SUCH TIME AS SUCH NOTES AND MORTGAGE LOAN FILES ARE PURCHASED OR RETURNED BY BAILEE AS PROVIDED HEREIN.

By delivery of this Bailee Letter, Owner advises Bailee that Owner has acquired the Note(s) and related Mortgage Loan Files pursuant to a master repurchase arrangement with the seller thereof ("Seller"). To the extent that the Take-Out Commitment runs in favor of Seller, Bailee hereby acknowledges and consents to the assignment by Seller to Owner (free of any security interest, lien, claim or encumbrance of any kind) of Seller's rights under each Take-Out Commitment to (i) deliver the Loan(s) specified therein and related Notes and Mortgage Loan File(s) to Bailee and (ii) to receive the proceeds therefor from Bailee. Bailee understands and recognizes that Owner is the exclusive owner of all right, title and interest in all Note(s), Loan(s) and related Mortgage Loan File(s) delivered by Custodian or Owner to Bailee, until Bailee wires the Required Funds (defined below) in immediately available funds in accordance with the delivery instruction specified below. Owner represents and warrants to Investor that neither Owner nor Custodian has recorded any assignment to Owner of any Mortgage(s) securing the Loan(s). During the period in which Bailee holds the Note(s) and related Mortgage Loan File(s) as bailee, as described below, neither Owner nor Custodian will record any such assignment.

Bailee holds each Note and related Mortgage Loan File as bailee for the benefit of Owner, and no interest of Owner shall be or be deemed to be relinquished or

EXhibit
G

Exhibit 2

Instructions for Recipient

Account number. May show an account or other unique number the payer assigned to distinguish your account.

Box 1a. Shows total ordinary dividends that are taxable. Include this amount on line 9a of Form 1040 or 1040A. Also, report it on Schedule B (Form 1040 or 1040A), if required.

The amount shown may be dividends a corporation paid directly to you as a participant (or beneficiary of a participant) in an employee stock ownership plan (ESOP). Report it as a dividend on your Form 1040/1040A but treat it as a plan distribution, not as investment income, for any other purpose.

Box 1b. Shows the portion of the amount in box 1a that may be eligible for the 15% or zero capital gains rates. See Form 1040/1040A instructions for how to determine this amount. Report the eligible amount on line 9b, Form 1040 or 1040A.

Box 2a. Shows total capital gain distributions from a regulated investment company or real estate investment trust. Report the amounts shown in box 2a on Schedule D (Form 1040), line 13. But, if no amount is shown in boxes 2c-2d and your only capital gains and losses are capital gain distributions, you may be able to report the amounts shown in box 2a on line 13 of Form 1040 (line 10 of Form 1040A) rather than Schedule D. See the Form 1040/1040A instructions.

Box 2b. Shows the portion of the amount in box 2a that is unrecaptured section 1250 gain from certain depreciable real property. Report this amount on the Unrecaptured Section 1250 Gain Worksheet—Line 19 in the Schedule D instructions (Form 1040).

Box 2c. Shows the portion of the amount in box 2a that is section 1202 gain from certain small business stock that may be subject to a 50% exclusion and certain empowerment zone business stock that may be subject to a 60% exclusion. See the Schedule D (Form 1040) instructions.

Box 2d. Shows 28% rate gain from sales or exchanges of collectibles. If required, use this amount when completing the 28% Rate Gain Worksheet—Line 18 in the instructions for Schedule D (Form 1040).

Box 3. Shows the part of the distribution that is nontaxable because it is a return of your cost (or other basis). You must reduce your cost (or other basis) by this amount for figuring gain or loss when you sell your stock. But if you get back all your cost (or other basis), report future distributions as capital gains. See Pub. 550, Investment Income and Expenses.

Box 4. Shows backup withholding. A payer must backup withhold on certain payments if you did not give your taxpayer identification number to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Box 5. Shows your share of expenses of a nonpublicly offered regulated investment company, generally a nonpublicly offered mutual fund. If you file Form 1040, you may deduct these expenses on the "Other expenses" line on Schedule A (Form 1040) subject to the 2% limit. This amount is included in box 1a.

Box 6. Shows the foreign tax that you may be able to claim as a deduction or a credit on Form 1040. See the Form 1040 instructions.

Box 7. This box should be left blank if a regulated investment company reported the foreign tax shown in box 6.

Boxes 8 and 9. Shows cash and noncash liquidation distributions.

Nominees. If this form includes amounts belonging to another person, you are considered a nominee recipient. You must file Form 1099-DIV with the IRS for each of the other owners to show their share of the income, and you must furnish a Form 1099-DIV to each. A husband or wife is not required to file a nominee return to show amounts owned by the other. See the 2011 General Instructions for Certain Information Returns.

EXHIBIT J

Apr 15 13 02:29p

Wendel Harper

510-262-9493

p.21



Allonge to Promissory Note

This Allonge is to be made a part of the Note:

Dated: JUNE 23, 2006
Borrower: WENDELL HARPER AND MARY HARPER
Property Address: 4151 MIFLIN COURT
EL SOBRANTE, CA 94803
Original Lender: First United Home Loans
Loan #: _____
Loan Amount: 475,000.00
Interest Rate: 7.950 %
Maturity Date: JULY 1, 2036

Novastar Mortgage, Inc.,
a Virginia Corporation

Without Recourse Pay To The Order Of:

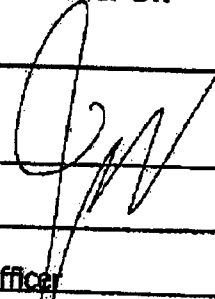
By: 
Name: Jeffrey Smith
Title: Chief Operating Officer
Company: First United Home Loans, A California Corporation

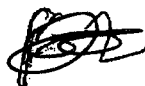
Exhibit H

Apr 15 13 02:29p

Wendel Harper

510-262-9493

p.19



ALLONGE

This Allonge is to be made a part of the Note:

Dated: JUNE 23, 2006

Borrower: Wendell Harper and Mary Harper

Property Address: 4151 Mislin Court, El Sobrante, California 94803

Original Lender: First United Home Loans, California Corporation

Loan #: (OLD LOAN: . (NEW LOAN:

Loan Amount: \$475,000.00

Interest Rate: 7.950%

Maturity Date: July 1, 2036

Pay to the Order of: Deutsche Bank National Trust Company,
as Trustee for the NovaStar Home Equity
Loan Asset-Backed Certificates, Series 2006-4

Without Recourse
NOVASTAR MORTGAGE, INC. A VA CORP.

By: 
Name: BEETON, SHAWN
Title: OPERATIONS MANAGER

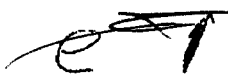
EXHIBIT I

Apr 15 13 02:29p

Wendel Harper

510-262-9493

p.20



Loan Number:

ALLONGE TO NOTE

Original Loan Amount: \$475,000.00
Note Date: 06/23/2006
Borrower: WENDELL HARPER AND MARY HARPER
Property address: 4151 MIPLIN CT
EL SOBRANTE, CA 94803

PAY TO THE ORDER OF

WITHOUT RECOURSE

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE NOVASTAR HOME EQUITY
LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-4 BY SAXON MORTGAGE SERVICES, INC. F/K/A
MERITECH MORTGAGE SERVICES, INC. THEIR ATTORNEY-IN-FACT



Authorized Signer
VILMA CASTRO ASST. VICE PRESIDENT

SMIMT



MARY-KATHRYN HARPER

PO Box 21102

EL SOBRANTE, CA 94820

Spouse

IN THE US BANKRUPTCY COURT

OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF

In the Matter of,

[your name]_Wendell Harper

DECLARATION OF MARY-KATHRYN HARPER

IN SUPPORT OF JUDICIAL MISCONDUCT COMPLAINT

Petitioner,

Case No. 10-48255

DECLARATION OF MARY-KATHRYN HARPER

I, Mary-Kathryn Harper, declare that:

I am the co-debtor in this action. I make this statement of my own personal knowledge

and if called to testify, could and would testify truthfully thereto.

- 1. I was involved in a Bankruptcy, Chapter 7, on or about April 20, 2011.**
- 2. A Purchase and Sale Agreement was closed in the court of US BANKRUPTCY JUDGE WILLIAM LAFFERTY, 111.**
- 3. The Agreement was based upon the sale and purchase of Asset-Backed Certificates.**
- 4. My spouse and I are co-debtors in this case. As such, at least three separate sums of \$475,000.00 were swapped or bought and sold, using the two of us as "Payer of Record"**
- 5. The agreement claimed that we participated in the sale as debtors, with full knowledge and approval of the transaction and all its conditions.**
- 6. We had no knowledge of a sale or an agreement.**

7. No sale price is listed.
8. No Purchase price is listed
9. No Sale Price is listed
10. The names of the Purchaser and the Seller are not listed.
11. No reference is made to the Judge, the court, or the US Trustee John Kendall
12. The agreement said that the estate property was not in default. The document also said that our installment payments would not be affected by the Purchase and Sale Agreement.
13. The seller insists that the debtors have received good and valuable consideration.
14. The agreement was reached while an Automatic Stay was in place.
15. No taxes were paid on the sale.
16. No 1099 was submitted to the IRS by the buying and selling parties.
17. We purchased copies of our Bankruptcy file and found no record of this transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Mary Bethyn *no record*, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Petitioner and Declarant

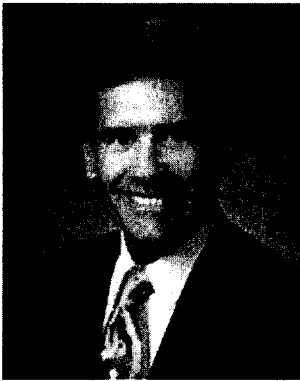
7. No sale price is listed.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Mary Heathen *over* -, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Petitioner and Declarant



Federal Judge in Ohio Makes an Amazing Ruling, Dismisses Foreclosures Without Notes, October 2007 edition.

Posted on October 21, 2010 by Mike

Judge Christopher Boyko in 2007, dismissed such complaints, while making this comment on the record during the Class Action suit of Whittaker v. Deutsche Bank.

"This Court acknowledges the right of banks, holding valid mortgages, to receive timely payments. And, if they do not receive timely payments, banks have the right to properly file actions on the defaulted notes—seeking foreclosure on the property securing the notes. Yet, this Court possesses the independent obligations to preserve the judicial integrity of the federal court and to jealously guard federal jurisdiction. Neither the fluidity of the secondary mortgage market, nor monetary or economic considerations of the parties, nor the convenience of the litigants supersede those obligations..."

Judge Boyko also took a shot across the bow at attorneys and jurist who allow this rogue, Holocaust funding, foreign bank to take homes and property unchallenged and En masse.

"Counsel for the institutions are not without legal argument to support their position, but their arguments fall woefully short of justifying their premature filings, and utterly fail to satisfy their standing and jurisdictional burdens. The institutions seem to adopt the attitude that since they have been doing this for so long, unchallenged, this practice equates with legal compliance. Finally put to the test, their weak legal arguments compel the Court to stop them at the gate"

Following the lead of Judge Boyko, other Judges such as US District Judge Kathleen O'Malley.



. Foreclosure Cases Tossed out of Court

Federal Judges' Orders

"Judge Boyko's decision, handed down October 31, 2007, dismissed 14 cases and has the most colorful language and juicy footnotes - Judge Boyko Order to read.

Judge O'Malley's decision, handed down November 14, 2007, dismissed 32 cases and is the most matter-of-fact decision - Judge O'Malley Order to read.

Judge Rose's decision, handed down November 15, 2007, dismissed 20 cases and chooses to focus on a perception that mortgage lenders are generally scofflaws by referencing a study by University of Iowa Associate Professor Katherine Porter (more about this below) - Judge Rose Order to read.

Federal Judge Chris Boyko tossed out 14 foreclosure cases in a mass dismissal in Cleveland Ohio today because banks and other lenders failed to file a complete set of documents showing their claims were legitimate.

Federal Judge Kathleen M. O'Malley said the 32 cases she tossed could be re-filed if the proper paperwork was included with each lawsuit. Her ruling means the courts are going to give foreclosures increased scrutiny.

Deutsche Bank National Trust, Wells Fargo Bank NA, KMO Liquidation Properties Inc., LaSalle Bank Nat'l Assn, HSBC Mortgage Services, Specialty Mortgages LLC. are the well known lenders noted here along with a number of other lenders foreclosures that were tossed out of court.

The decision comes at a time when lenders are scrambling to pick up the pieces from bad loans, and borrowers are struggling to pay off debts that soared during the years of easy credit and predatory lending practices. Cleveland and the state of Ohio have some of the highest foreclosure rates in the United States, and the courts are swamped with thousands of legal actions against homeowners in default.

U.S. district Judge Kathleen M. O'Malley said she was enforcing a specific requirement of the federal court rules that demanded detailed information about the identities of lenders -- and the history of a loan -- involved in foreclosure actions. She said a review of cases pending before her showed that some of the plaintiffs seeking foreclosure have not been directly named in the loan documents that

are at the heart of the cases filed in Cleveland. O'Malley said she wanted to see the complete history of a loan'.

The Civil Complaint of Plaintiff and his Spouse are but the tip of the mortgage industry fraud iceberg. Judge Boyko Said it, Judge O'Malley seconded, and others are following.

**Wall Street Banks Committing
Widespread Mortgage Foreclosure Fraud**

by Alexander Higgins

A recent string of rulings show that the courts are finally starting to crack down on widespread rampant fraud used by Wall Street banks to foreclose on homeowners.

The wall Street Journal reports on two such cases in the article Judge Bashes Bank in Foreclosure Case.

A Florida state-court judge, in a rare ruling, said a major national bank perpetrated a "fraud" in a foreclosure lawsuit, raising questions about how banks are attempting to claim homes from borrowers in default.

The ruling, made last month in Pasco County, Fla., comes amid increased scrutiny of foreclosures by the prosecutors and judges in regions hurt by the recession. Judges have said in hearings they are increasingly concerned that banks are attempting to seize properties they don't own.

Judge Tepper, who ruled on the matter, investigated the documents filed by the lawyer representing U.S bank in 2007 claiming the bank owned the mortgage but found it was impossible for the documents to have been prepared until 2008.

The Judge Tepper wrote in the ruling that "'did not exist at the time of the filing of this action...was subsequently created and... fraudulently backdated, in a purposeful, intentional effort to mislead" and subsequently she dismissed the case.

The Wall Street Journals also reports that U.S Bank has recently withdrawn several other foreclosures that were found to have the same or similar problems.

According to the article judges across the nation have found fraudulent documents being submitted by banks and their representatives which has led to an ongoing criminal probe in Florida.

The report states that the ruling was a backlash against law firms that are running what are know as foreclosure mills across the nation using a cookie cutter process that Judge

Tepper calls “fraught with potential for fraud”.

The article mentions an unrelated matter heard last week in which a GMAC tried submitting an affidavit claiming GMAC owned the mortgage but submitted no other proof of ownership.

“I don’t have any confidence that any of the documents the Court’s receiving on these mass foreclosures are valid,” the judge said at the hearing.

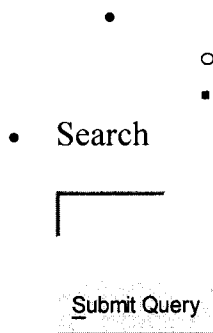
Personally I find it ironic that when GM was on its ass it held its hand out to taxpayers for a bailout.

But now that the company is back on its feet again here they are submitting fraudulent documents to kick taxpayers out of their homes.

Zero Hedge points to a similar ruling finding that JPMorgan, Chase and WAMU committed fraud

Meanwhile, a question Plaintiff would pose to the court, and to the Defendants.

Did Wall Street learn the tactics of the Mob.....or is it the other way around?



The Scam Wall Street Learned From the Mafia

How America's biggest banks took part in a nationwide bid-rigging conspiracy - until they were caught on tape

BY MATT TAIBBI June 21, 2012

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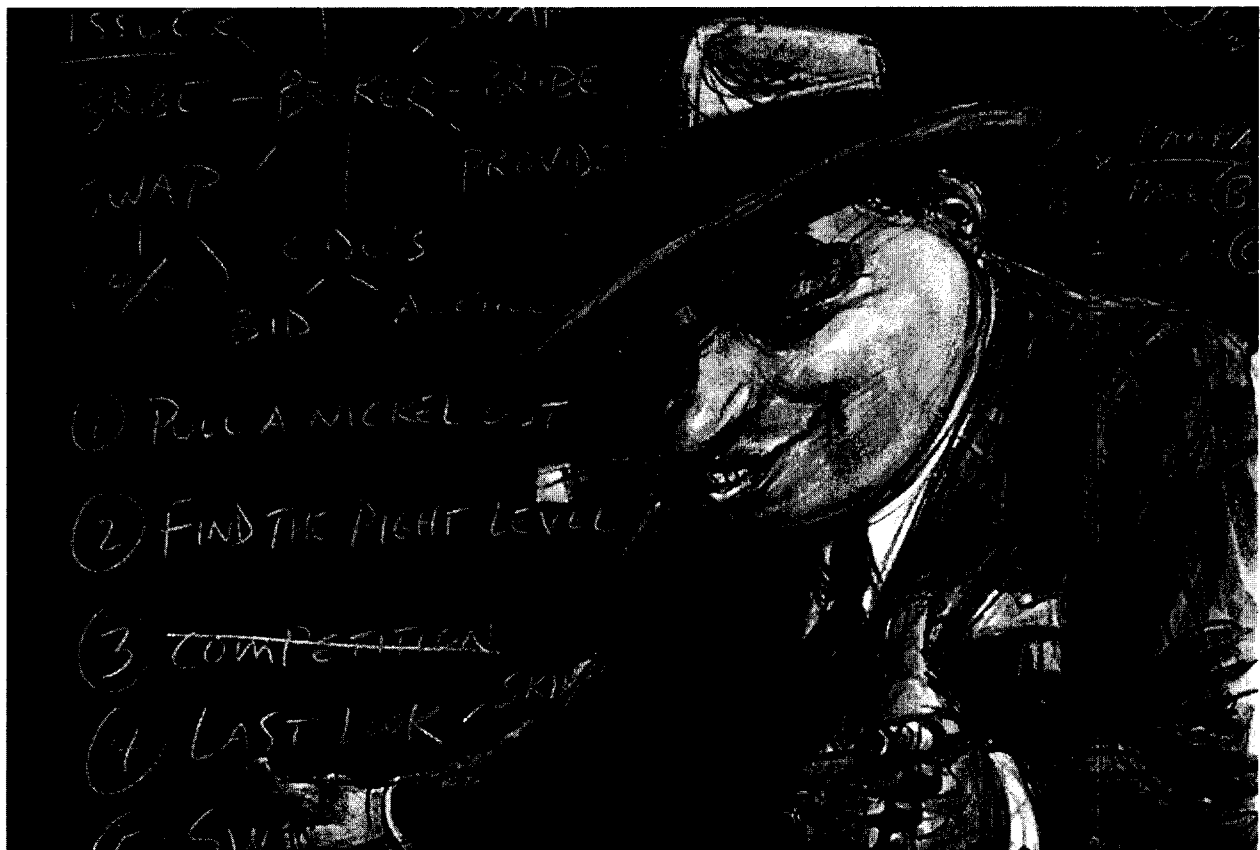


Illustration by Victor Juhasz

Someday, it will go down in history as the first trial of the modern American mafia. Of course, you won't hear the recent financial corruption case, *United States of America v. Corallo, Goldberg and Grimm*, called anything like that. If you heard about it at all, you're probably either in the municipal bond business or married to an antitrust lawyer. Even then, all you probably heard was that a threesome of bit players on Wall Street got convicted of obscure antitrust violations in one of the most inscrutable, jargon-packed legal snoozefests since the government's massive case against Microsoft in the Nineties – not exactly the thrilling courtroom drama offered by the famed trials of old-school mobsters like Al Capone or Anthony "Tony Ducks" Corallo.

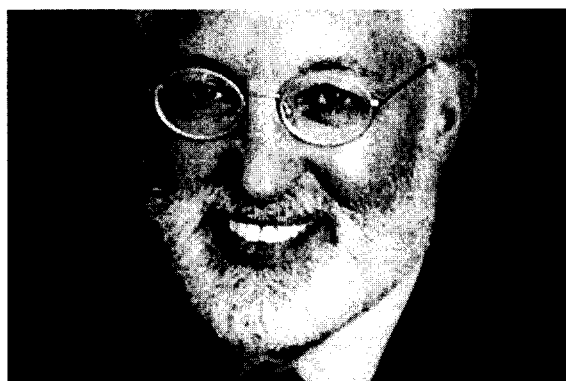
But this just-completed trial in downtown New York against three faceless financial executives really was historic. Over 10 years in the making, the case allowed federal prosecutors to make public for the first time the astonishing inner workings of the reigning American crime syndicate, which now operates not out of Little Italy and Las Vegas, but out of Wall Street.

The defendants in the case – Dominick Carollo, Steven Goldberg and Peter Grimm – worked for GE Capital, the finance arm of General Electric. Along with virtually every major bank and finance company on Wall Street – not just GE, but J.P. Morgan Chase, Bank of America, UBS, Lehman Brothers, Bear Stearns, Wachovia and more – these three Wall Street wiseguys spent the past decade taking part in a breathtakingly broad scheme to skim billions of dollars from the coffers of cities and small towns across America. The banks achieved this gigantic rip-off by secretly colluding to rig the public bids on municipal bonds, a business worth \$3.7 trillion. By conspiring to lower the interest rates that towns earn on these investments, the banks systematically stole from schools, hospitals, libraries and nursing homes – from "virtually every state, district and territory in the United States," according to one settlement. And they did it so cleverly that the victims never even knew they were being cheated. No thumbs were broken, and nobody ended up in a landfill in New Jersey, but money disappeared, lots and lots of it, and its manner of disappearance had a familiar name: *organized crime*.

Read more: <http://www.rollingstone.com/politics/news/the-scam-wall-street-learned-from-the-mafia-20120620#ixzz3SoFaKhU9>

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United States District Court Judge Jed S. Rakoff of New York wants to know why, five years later, not one prominent Wall Street executive has been brought to trial by the government for their role in a financial crisis that caused so much distress for so many Americans.



Bloomberg

U.S. District Judge Jed Rakoff

Rakoff sounds off in his latest essay “The Financial Crisis: Why have no high-level executives been prosecuted?” in The New York Review of Books.

The judge, who has criticized the Justice Department in the past for not taking a tougher stance, slams it again for failing to take responsibility, offering excuses instead.

Judge Jed Rakoff says flatly in his article, that prosecutors and the judicial system should focus their attention on prosecuting and sentencing agents(Leaders) of Corporations, and should not focus on the Corporation itself.

“The reasons were obvious. Companies do not commit crimes; only their agents do. And while a company might get the benefit of some such crimes, prosecuting the company would inevitably punish, directly or indirectly, the many employees and shareholders who were totally innocent. Moreover, under the law of most US jurisdictions, a company cannot be criminally liable unless at least one managerial agent has committed the crime in question; so why not prosecute the agent who actually committed the crime?”

In recent decades, however, prosecutors have been increasingly attracted to prosecuting companies, often even without indicting a single person. This shift has often been rationalized as part of an attempt to transform “corporate cultures,” so as to prevent future such crimes; and as a result, government policy has taken the form of “deferred prosecution agreements” or even “non prosecution agreements,” in which the company, under threat of criminal prosecution, agrees to take various prophylactic measures to prevent future wrongdoing. Such agreements have become, in the words of Lanny Breuer, the former head of the Department of Justice’s Criminal Division, “a mainstay of white-collar criminal law enforcement,” with the department entering into 233 such agreements over the last decade. But in practice, I suggest, this approach has led to some lax and dubious behavior on the part of prosecutors, with deleterious results”.



Misbehavior and Mistake in Bankruptcy Mortgage Claims

Katherine M. Porter

University of California - Irvine School of Law

U of Iowa Legal Studies Research Paper No. 07-29
Texas Law Review, Vol. 87, 2008

University of Harvard and UC Irvine Author and Professor Kathrerine Porter says that mistakes and misbehavior in bankruptcy mortgage claims go far beyond Bankruptcy. , in their unlawful and illegal transactions should are random and unabated.

Misbehavior and Mistake in Mortgage Servicing 123 1.*See* Raisa Bahchieva et al., *Mortgage Debt, Bankruptcy, and the Sustainability of Homeownership*, in CREDIT MARKETS FOR THE POOR 73, 104 (Patrick Bolton & Howard Rosenthal eds., 2005) (explaining that Chapter 13 bankruptcy is frequently used by families facing foreclosure).

2.ELIZABETH WARREN & JAY LAWRENCE WESTBROOK, *THE LAW OF DEBTORS AND CREDITORS* 306 (5th ed. 2006).

3.*Id.* at 143; *see* FED. R. BANKR. P. 9011 (requiring that all petitions, pleadings, motions, and other papers filed with the court in a bankruptcy action have factual support).

Families in serious financial trouble are under great stress. The telephone rings with repeated calls from debt collectors, each paycheck is at risk of garnishment, and the next knock on the door could be a process server or a repo agent. Yet, for many families, the greatest fear is losing their homes to foreclosure. A home is not only most families' largest asset, but also a tangible marker of their financial aspirations and middle-class status. A threatened or pending foreclosure can signal the end of a family's ability to struggle against financial collapse and begin an unrecoverable tumble down the socioeconomic ladder.

Bankruptcy offers these families one last chance to save their homes.¹ A bankruptcy filing halts a pending foreclosure and gives families the right under federal law to cure any defaults on mortgage loans over a period of years.² The bankruptcy system offers refuge from the vagaries of state foreclosure law, substituting the protections of the federal court system and uniform legal rules to ensure that these families get one final opportunity to preserve their homes.

But this protection comes at a cost. Mortgage companies file proofs of claim with bankruptcy courts for the amount of mortgage debts. In turn, bankrupt debtors must pay these claims or lose their homes. The balance between the family and the mortgage lender is clearly spelled out in the bankruptcy laws, which specify the manner in which the amount owed is to be established and obligate both the homeowner and the mortgage company to disclose information accurately.³

This claims process is well established and, until now, has been uncontroversial. Homeowners—backed up by lawyers, policy makers, and news reporters—assume that bankruptcy functions according to the official rules and that it provides a realistic opportunity for families to save their homes if they follow those rules. The data revealed in this Article suggest, however, that home-mortgage lenders often disobey the law and that the legal system does not function to substantiate the amounts that lenders assert that consumers owe. These problems can cripple a family's efforts to save its home and undermine policies that promote sustainable home ownership.

This Article examines the actual behavior of mortgage companies in the consumer bankruptcy system. Using original data from 1,700 recent Chapter 13 bankruptcy cases, I conclude that mortgagees' behavior significantly threatens bankruptcy's purpose of helping families save their homes. Despite 124 Texas Law Review [Vol. 87:121



Above you see two top executives of their own domain. One considered to operate within the bounds of the law, the other was considered a crime boss. How different are they? To homeowners protesting Wells Fargo and CEO John Stumpf, they might as well be identical.

THE PEOPLE V. WELLS FARGO – OUR STORY

By jackiew On March 14, 2013 · 11 Comments

THE ACTION

Our “Citizens Foreclosure” of a Wells Fargo (WF) branch in November of 2011 was designed to draw attention to the crimes of this big banking business based primarily in the West Coast that had rolled into Philadelphia a few years ago and has since made its presence virtually ubiquitous. When we sat down to stand up to these banksters that November, Wells Fargo was committing serious crimes that were going under-reported: ~~The Pennsylvania Human Relations Commission (as would later the US Department of Justice) cited WF for racist predatory lending;~~ WF had fooled the Philadelphia school district into toxic swap deals to the tune of 330 million dollars lost (in a year where the district just closed 23 schools); Families were being thrown out of their homes in unjust foreclosures; And the bank, even with its billions in profits, wasn’t even (and still isn’t) paying its taxes. All the while, Wells Fargo CEO John Stumpf was pulling in millions a year while *our* school district was paying \$90

million in cancellation fees for Wells Fargo's own ill-advised swaps. Very little of this was being discussed in the public arena, and somebody had to say something. So we, the "citizens of Occupy Philadelphia" went into a Wells Fargo branch, sat down in their public waiting room, and waited on the world to change."

How different would these protesters treat Arnold Rothstein? The same as John Stumpf. Criminally liable. Except, they would hold a trial, as his peers. They wouldn't murder him for this transgressions.

Arnold Rothstein

(January 17, 1882 – November 6, 1928),^{[2][3]} nicknamed "the Brain", was a Jewish-American racketeer, businessman and gambler who became a kingpin of the Jewish mob in New York. Rothstein was widely reputed to have organized corruption in professional athletics, conspiring in the fixing of the 1919 World Series.

According to crime writer Leo Katcher, Rothstein "transformed organized crime from a thuggish activity by hoodlums into a big business, run like a corporation, with himself at the top."^[4] According to Rich Cohen, Rothstein was the person who first realized that Prohibition was a business opportunity, a means to enormous wealth, who "understood the truths of early century capitalism (giving people what they want) and came to dominate them."^[5] His notoriety inspired several fictional characters based on his life, portrayed in contemporary and later short stories, novels, musicals and films.

Rothstein failed to pay a large debt resulting from a fixed poker game and was murdered in 1928. His illegal empire was broken up and distributed among a number of other underworld organizations and led in part to the downfall of Tammany Hall and the rise of reformer Fiorello La Guardia. Ten years after his death, his brother declared Rothstein's estate was bankrupt.

Illegitimate career[edit]

By 1910, Rothstein at age 28 had moved to the Tenderloin section of Manhattan, where he established an important gambling casino. He also invested in a horse racing track at Havre de Grace, Maryland, where he was reputed to have *fixed* many of the races that he won. Rothstein had a wide network of informants, very deep pockets from amongst his father's banking community, and the willingness to pay a premium for good information, regardless of the source. His successes made him a millionaire by age 30.



Dale McPherson

Lucky Luciano Mob CEO

Deutsche Bank CEO

Field Asset Service Hired to do the dirty work a Past Hitler Nazis Paid

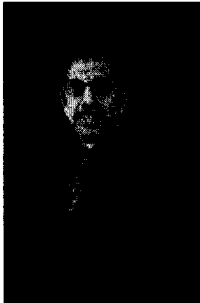
Executives

Field Asset Services works heavily to fulfill the mission of the big banks with respect to post foreclosure trash outs and REO services. It hires local contractors to trash out your home, even if it's not in foreclosure as has been the case in some instances. The lawsuits filed against FAS include claims for trespass, negligence, conversion,

invasion of privacy, constructive eviction, occupational code violations, among others. Here's their Team to Remember.

Dale McPherson, President and CEO

Dale McPherson, President and CEO

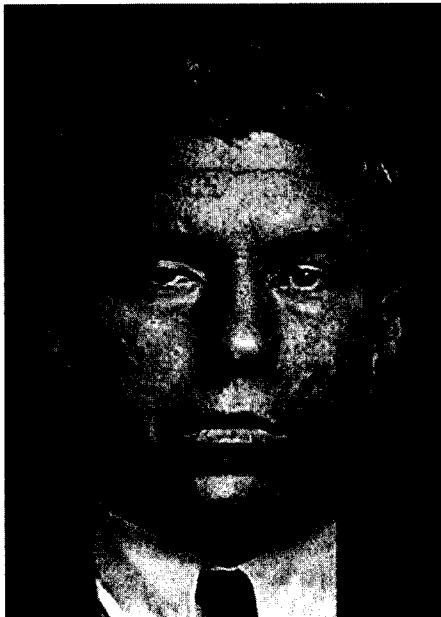


Dale has led FAS for the past 12 years. **OBVIOUSLY, He is aware of all the illegal actions that FAS has taken against homes that weren't even in foreclosure**

Lucky Luciano

For the Mexican-American rapper, see [Lucky Luciano \(rapper\)](#).

Charles "Lucky" Luciano



Born

Salvatore Lucania

November 11 1897

	<u>Lercara Friddi, Sicily, Italy</u>
Died	January 26, 1962 (aged 64) <u>Naples, Italy</u>
Occupation	Crime boss, gangster, bootlegger.
Signature	<i>Charlie Luciano</i>

Charles "Lucky" Luciano (pronounced /luːtʃˈɑːno/;^[1] born Salvatore Lucania^[2] November 24, 1897 – January 26, 1962), was a Sicilian-born American mobster. Luciano is considered the father of modern organized crime in the United States for splitting New York City into five different Mafia crime families and the establishment of the first Commission. He was the first official boss of the modern Genovese crime family. He was, along with his associate Meyer Lansky, instrumental in the development of the National Crime Syndicate in the United States.

On May 13, 1936, Luciano's pandering trial began.^[32] He was accused of being part of a massive prostitution ring known as "the Combination". During the trial, Dewey exposed Luciano for lying on the witness stand through direct quizzing and records of telephone calls; Luciano also had no explanation for why his federal income tax records claimed he made only \$22,000 a year, while he was obviously a wealthy man.^[20] Dewey ruthlessly pressed Luciano on his long arrest record and his relationships with well-known gangsters such as Ciro Terranova, Louis Buchalter, and Joseph Masseria.^[33]

It is not clear how Luciano earned the nickname "Lucky". It may have come from surviving a severe beating by three men in the 1920s, as well as a throat slashing. This was because Luciano refused to work for another mob boss.^[6] From 1916 to 1936, Luciano was arrested 25 times on charges including assault, illegal gambling, blackmail and robbery, but spent no time in prison.^[10] The name "Lucky" may have also been a mispronunciation of Luciano's surname "Lucania".

Prohibition[edit]



William Erbey: Ocwen Loans

Meyer Lansky –Crime Boss with Lucky Luciano

William C. Erbey Has Built an Empire on Misery

The head of Ocwen Financial runs a slew of companies that profit from foreclosures.

Bill Erbey is walking toward the exit. The chairman of Ocwen Financial, the beleaguered mortgage servicing company, is expected to step down from his position Friday after more than 27 years on the job — his reputation shredded and his net worth tattered.

Years of regulatory investigations into alleged foreclosure and mortgage-financing shenanigans caught up with Erbey last year.

A settlement with New York's top financial services regulator included a promise that he step away from Ocwen and four related companies.

The breathtaking fall of Erbey as a darling of the mortgage world comes after Ben Lawskey, superintendent of the New York Department of Financial Services, ousted him as part of a \$150 million settlement that promised greater oversight.

Its rapid rise to power — and Erbey's tremendous wealth — came in the wake of the Dodd-Frank financial regulatory laws that made it expensive for banks to hold onto the riskier debt.



William Erbey Ocwen

Meyer Lansky – Mafia

New York's Benjamin Lawsky Forces Resignation of CEO of Mortgage Servicer Ocwen Over Wrongful Foreclosures, Shoddy Records and Systems

New York State Superintendent of Financial Services Benjamin Lawsky has forced the resignation of the chairman and CEO of a mortgage servicer, Ocwen over a range of borrower abuses in violation of a previous settlement agreement, including wrongful foreclosures, excessive fees, robo signing, sending out back-dated letters, and maintaining inaccurate records. Lawsky slapped the servicer with other penalties, including \$150 million of payments to homeowners and homeowner-assistance program, being subject to extensive oversight by a monitor, changes to the board, and being required to give past and present borrowers access to loan files for free. The latter will prove to be fertile ground for private lawsuits. In addition, the ex-chairman William Erbey, was ordered to quit his chairman post at four related companies over conflicts of interest.

Tom Adams: Ocwen's Servicing Meltdown Proves Failure of Obama's Mortgage Settlements

Rather than listen to thousands of borrower complaints, housing advocates, foreclosure attorneys, market experts and, well..., us, the Obama Administration tried to paper over the many problems in the mortgage servicing market by creating the foreclosure settlement (officially the National Mortgage Settlement of 2012), as well as the earlier OCC enforcement actions against big mortgage servicers.

Now we have the disaster of Ocwen, the fifth largest servicer in the country, imploding as a result of the settlement charade.

[Read more...](#)